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10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 INFOSTREAM GROUP, INC., a Nevada
13 corporation,

14 Plaintiff,

15 vs.

16
17 AURELIAN TECH INNOVATIONS,
18 LLC, a Delaware corporation, JULIA
19 BIRO, an individual, JAMES HOMUTH,
20 an individual, JARROD JICHA, an
individual, Corporations 1-10, Limited
Liability Companies A-Z, and DOES 1-10
d/b/a CleverDate.com, inclusive,

21 Defendants.
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CASE NO.:

CV 13-8434 CAS (PUNX)

COMPLAINT FOR:

1. **FEDERAL TRADEMARK INFRINGEMENT;**
2. **FEDERAL FALSE DESIGNATIONS AND DESCRIPTIONS;**
3. **CALIFORNIA COMMON LAW TRADEMARK INFRINGEMENT;**
4. **TRADE DRESS INFRINGEMENT;**
5. **FEDERAL DILUTION OF FAMOUS MARKS;**
6. **CALIFORNIA UNFAIR COMPETITION;**
7. **BREACH OF CONTRACT**

DEMAND FOR JURY TRIAL

1 Plaintiff InfoStream Group, Inc., d/b/a WhatsYourPrice.com (“Plaintiff” or
2 “InfoStream”) hereby complains against Defendants Aurelian Tech Innovations,
3 LLC, Julia Biro, James Homuth, Jarrod Jicha, Corporations 1-10, Limited Liability
4 Companies A-Z, and Does 1-20 d/b/a CleverDate.com (collectively, “Defendants”),
5 alleging as follows:

6 **PARTIES, JURISDICTION AND VENUE**

7 1. Plaintiff InfoStream Group, Inc. d/b/a WhatsYourPrice.com is, and at
8 all material times hereto was, a corporation organized and existing under the laws
9 of the State of Nevada, with its principal place of business in Las Vegas, Nevada.

10 2. Upon information and belief, Defendant Aurelian Tech Innovations,
11 LLC is, and at all material times hereto was, a limited liability company organized
12 and existing under the laws of the State of Delaware, with its principal place of
13 business in New York, New York.

14 3. Upon information and belief, Defendant Julia Biro is an individual
15 who resides in New York, New York.

16 4. Upon information and belief, Defendant James Homuth is an
17 individual who resides in Circleville, Ohio.

18 5. Upon information and belief, Defendant Jarrod Jicha is an individual
19 who resides in Ottawa, Ontario, Canada.

20 6. Upon information and belief, the true names and capacities, whether
21 individual, corporate, associate or otherwise, of Defendants herein designated by
22 fictitious names Corporations 1-10; Limited Liability Companies A-Z; and Does 1-
23 20, inclusive, are unknown to Plaintiff at this time, which therefore sues defendants
24 by such fictitious names until such time they can be ascertained. Plaintiff alleges on
25 information and belief that such defendants are in some manner, responsible for the
26 damages hereinafter alleged.

27 7. This Court has jurisdiction over the subject matter of this action
28 pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship

1 between the parties and the amount in controversy exceeds the sum of \$75,000,
2 exclusive of interest and costs, and pursuant to 28 U.S.C. §§ 1331 and 1338(a)
3 because Plaintiff's claims arise under the Lanham Trademark Act, 15 U.S.C. §
4 1051, *et seq.*, and present a federal question involving unfair competition and
5 trademarks.

6 8. Venue is proper in this district under 28 U.S.C. §1391(b)(2) and (3)
7 because a substantial part of the events and omissions giving rise to the claims
8 asserted herein occurred within this judicial district, and substantial injury occurred
9 in this district, and Defendants are otherwise subject to the Court's personal
10 jurisdiction in this district.

11 9. Personal jurisdiction exists over Defendants because Defendants
12 conduct business in California and in this judicial district, or otherwise avail
13 themselves of the privileges and protections of the laws of the State of California,
14 such that they do not offend traditional notions of fair play and due process to
15 Defendants in the jurisdiction herein.

16 GENERAL ALLEGATIONS

17 **Plaintiff Creates a Profitable Business Using its Trademarks and Trade Dress**

18 10. Since as early as 2006, Plaintiff InfoStream owns and operates a
19 number of dating websites, including SeekingArrangement.com,
20 SeekingMillionaire.com, and WhatsYourPrice.com, that promote and facilitate
21 niche dating, specifically "sugar daddy dating." Sugar daddy dating involves
22 matching generous benefactors willing to pamper and offer financial assistance or
23 gifts to younger attractive partners in return for their friendship or companionship.

24 11. Specifically, WhatsYourPrice.com was established in 2011 and allows
25 members to buy and sell the opportunity of going out on a first date.

26 12. WhatsYourPrice.com features a unique business model that
27 differentiates its users as either "generous members" (those who bid for first dates)
28 and "attractive members" (those who are paid for first dates). WhatsYourPrice.com

1 advertises a “First Date Guarantee,” whereby “[o]ur innovative dating system works
2 so well we guarantee your first date” and does not charge subscription fees to its
3 “generous members,” who are able to “Join Free.” Instead, “generous members”
4 purchase “credits” which are then used to “unlock” communications with “attractive
5 members.” “Attractive members” may use the website for free or may purchase a
6 membership subscription to access premium features and be prominently featured
7 to “generous members.”

8 13. Because of its unique business model, whereby WhatsYourPrice.com
9 charges “generous members,” while allowing “attractive members” to use the
10 website for free, the website has been successful in attracting a higher number of
11 “attractive members” to sign up, resulting in a higher female “attractive member” to
12 male “generous member” ratio. A higher female to male ratio is critical to the
13 website’s ability to attracting more “generous members,” and to creating a better
14 user experience.

15 14. In the brief time WhatsYourPrice.com has operated, it has attracted the
16 attention of numerous media outlets including *Time*, *Forbes*, *The Atlantic*, *ABC*
17 *News*, *MSNBC*, *the San Francisco Chronicle*, and *Fox News Channel*. The website
18 became an instant success growing to tens of thousands of paying users.

19 15. Plaintiff has invested hundreds of thousands of dollars to promote the
20 look and feel of WhatsYourPrice.com and its associated trademarks. As a result,
21 the website, and its use of the marks “Whats Your Price,” “Everyone Has a Price,”
22 “Bid For First Dates,” “Get Paid For Dating,” “Get Paid To Date” and “Date
23 Beautiful People” have become synonymous with Plaintiff’s business and the high
24 quality product that WhatsYourPrice.com provides.

25 16. Because of this publicity and Plaintiff’s substantial expenditures on
26 advertising, WhatsYourPrice.com has become a well-known and recognizable
27 worldwide brand and is associated in the minds of consumers with online dating.

28 17. Plaintiff’s other online dating websites established in 2006,

1 SeekingMillionaire.com and SeekingArrangement.com, similarly act as an elite
2 matchmaking service between financially successful and beautiful partners.
3 Accordingly, WhatsYourPrice.com uses its marketing in a way that benefits from
4 and builds off the brand established by those famous and high quality websites to
5 add additional users and increase its market recognition and trademark association.

6 **Plaintiff Has Obtained Legal Protection for Trademarks Associated with**
7 **WhatsYourPrice.com and Has Patent Registrations Pending**

8 18. Plaintiff operates the website WhatsYourPrice.com in connection with
9 the promotion, advertising, and sale of its services, and operated the website before
10 the acts of Defendants complained of herein.

11 19. In order to protect the investment in its brand and online dating
12 business, Plaintiff has sought and received federal registration for the trademarks
13 “Whats Your Price,” “Everyone Has A Price,” “Get Paid For Dating,” and “Bid For
14 First Dates.”

15 20. Since at least April 1, 2011, Plaintiff has continually used the “Bid For
16 First Dates” mark in commerce to promote its online dating goods and services,
17 well before the acts of Defendants complained of herein.

18 21. On October 23, 2012, Plaintiff applied for federal registration of the
19 “Bid For First Dates” trademark. United States Trademark Registration No.
20 4353691 was issued on June 18, 2013.

21 22. Since at least November 7, 2011, Plaintiff has continually used the
22 “Get Paid For Dating” mark in commerce to promote its online dating goods and
23 services, well before the acts of Defendants complained of herein.

24 23. On March 30, 2011, Plaintiff applied for the registration of the “Get
25 Paid For Dating” trademark. United States Trademark Registration No. 4173125
26 was issued on July 10, 2012.

27 24. Since at least April 1, 2011, InfoStream has continually used the “Get
28 Paid To Date” mark in commerce to promote its online dating good and services,

1 well before the acts of Defendants complained of herein. On March 30, 2011,
2 InfoStream applied for federal registration of "Get Paid To Date," Serial No.
3 85281332.

4 25. Since at least December 4, 2011, InfoStream has continually used the
5 "Date Beautiful People" mark in commerce to promote its online dating goods and
6 services, well before the acts of Defendants complained herein. On March 30,
7 2011, InfoStream applied for federal registration of "Date Beautiful People," Serial
8 No. 85281311.

9 26. Moreover, Plaintiff spent hundreds of thousands of dollars and
10 expended years of effort beginning in 2006, in advertising, promoting and
11 developing its trademarks relating to its online sugar daddy dating websites
12 throughout the United States and internationally, which efforts and trademarks
13 became associated with WhatsYourPrice.com once the website was launched,
14 immediately raising its profile and recognition among the general consuming
15 public. As a result of such advertising and expenditures, Plaintiff has created
16 famous marks that are recognized throughout the general consuming public and
17 have established considerable goodwill in its trademarks, which are valuable assets
18 of Plaintiff and are of substantial worth to Plaintiff.

19 27. To further protect the unique, novel and proprietary business model of
20 WhatsYourPrice.com, InfoStream applied for U.S. patent protection, App. No. US
21 13/282,345 A1, which was published as Publication Number US 20130110731A1
22 on May 2, 2013.

23 **Defendants' Trademark Infringement and Unfair Competition**

24 28. After WhatsYourPrice.com launched and immediately became
25 profitable and commercially successful, Defendants began to advertise and to
26 promote an online dating website, CleverDate.com, to directly compete against
27 WhatsYourPrice.com. CleverDate.com copies the defining and unique aspect of
28 WhatsYourPrice.com, i.e., that users bid for first dates, and business rules that are

1 the subject of Plaintiff's pending patent application.

2 29. Defendants are infringing Plaintiff's trademarks "Bid For First Dates,"
3 "Get Paid For Dating," "Get Paid To Date" and "Date Beautiful People" by using
4 those trademarks, or confusingly similar marks, on CleverDate.com.

5 30. For example, attached hereto as Exhibit A is a screenshot of the
6 homepage for CleverDate.com dated January 15, 2013, which (1) uses Plaintiff's
7 identical mark "Bid For First Dates" prominently in the upper right hand corner; (2)
8 uses the mark "Bid To Date Beautiful People" prominently on the left hand side,
9 which is confusingly similar to Plaintiff's marks "Bid For First Dates" and "Date
10 Beautiful People"; and (3) uses the mark "Get Paid to Go On a Date," which is
11 confusingly similar to Plaintiff's marks "Get Paid For Dating" and "Get Paid To
12 Date."

13 31. Attached hereto as Exhibit B is a screenshot of the homepage for
14 CleverDate.com, dated October 10, 2013, which (1) uses the mark "Bid to date
15 beautiful, sexy people and fall in love!" and "Bid for Dates Or Accept Bids"
16 prominently in the center of the homepage, which is confusingly similar to
17 Plaintiff's marks "Bid For First Dates" and "Date Beautiful People"; (2) uses
18 Plaintiff's identical mark "Get Paid to Date" prominently on the homepage in bold
19 font; and (3) uses "You GET PAID to go on your First Date!" and "We are unique
20 to other dating services as we allow our members the added choice to get paid for a
21 first date by an awesome person" on its homepage, which are confusingly similar to
22 Plaintiff's marks "Get Paid For Dating" and "Get Paid To Date."

23 32. Attached hereto as Exhibit C is a screenshot of the search results when
24 users enter Plaintiff's trademark "Bid for First Dates" in the Google search engine.
25 CleverDate.com is displayed as a search result alongside WhatsYourPrice.com.
26 The search displays a link to www.CleverDate.com/, which link appears directly
27 under Plaintiff's trademark, "Bid For First Dates," which is bolded and underlined.

28 33. Attached hereto as Exhibit D are screenshots of the search results

1 when users enter “CleverDate” in the Google search engine. A link to
2 CleverDate.com is displayed directly under Plaintiff’s trademark, “Bid For First
3 Dates,” which is bolded and underlined.

4 34. Attached hereto as Exhibit E is a screenshot of the search results when
5 users enter Plaintiff’s trademark “Get Paid To Date” in the Google search engine.
6 CleverDate.com is displayed as a search result alongside WhatsYourPrice.com.
7 The search displays a link to cleverdate.com/why_get_paid appearing directly under
8 Plaintiff’s trademark, “Bid For First Dates,” which is bolded and underlined.

9 35. Defendants’ use of Plaintiff’s trademarks is a clear violation of federal
10 and state trademark law.

11 **Defendants’ Trade Dress Infringement and Unfair Competition**

12 36. In addition to infringing Plaintiff’s trademarks, Defendants have
13 infringed Plaintiff’s trade dress-the manner in which its goods and services are
14 presented, to prospective consumers-by copying the visual elements and look and
15 feel of the website WhatsYourPrice.com on CleverDate.com.

16 37. Plaintiff owns protected trade dress associated with the website
17 WhatsYourPrice.com. The website contains an arrangement of identifying visual
18 elements intended to make the source of Plaintiff’s services distinguishable from
19 other services and to promote its services for sale.

20 38. The foregoing look and feel of WhatsYourPrice.com’s external web
21 pages, includes, *inter alia*, the font, placement of links, the use of a heart-shape in
22 the name of the website, “What’s Your Price?” located in the top left-hand corner
23 of the webpage, a slide-show of changing images of attractive men and women, a
24 row of links along the top left-hand corner of the website displaying information
25 including “About Us,” “How it Works,” “Login,” and “Join Now,” display of
26 Plaintiff’s aforementioned trademarks, text below the changing images explaining
27 the difference between the types of users, i.e. “attractive women” and “generous
28 men,” text guaranteeing a first date, and a text-box layout to sign up for free.

1 39. CleverDate.com has copied the look and feel of WhatsYourPrice.com
2 external web pages including, *inter alia*, use of a similar font, use of a heart-shape
3 in the name of the website, “CleverDate.com,” located in the top left-hand corner of
4 the webpage, a slide-show of changing images of attractive men and women, a row
5 of links along the top left-hand corner of the website displaying virtually identically
6 labeled links such as “How it Works,” “About Us,” “Login,” and “Sign Up Now,”
7 use of Plaintiff’s aforementioned trademarks, text located below the changing
8 images distinguishing “Awesome Members” from “Attractive Members,” and text
9 displaying “We Guarantee Dates,” and a text-box layout to sign up for free on the
10 homepage.

11 40. The look and feel of WhatsYourPrice.com member web pages,
12 includes, *inter alia*, the font, placement of links, the display of the number of
13 “credits” a user has on the top right hand corner of the webpage, the appearance of
14 a “Make Offer” button on the user profile page, the display of a choice of “Virtual
15 Gifts” at the bottom of the offer page to allow the user to attach a virtual gift that
16 may be chosen from an icon representing a “flower,” “travel,” “movie tickets,”
17 “shopping,” “spa,” “wine,” “dining,” “sports,” “lingerie” and “dice,” the use of
18 phrases on the offer page including “Minimum offer for a date is \$5,” “All offers
19 must be in whole numbers. No one likes coins,” and “All offers above \$200 will
20 require you have enough credits to proceed,” the use of a folder named “Offers” to
21 contain all offers received and sent, and the use of sub-folders within the “Offers”
22 folder that include “Received Offers,” “Accepted Offers,” “Pending Offers,” and
23 “Rejected Offers.”

24 41. CleverDate.com has also copied the look and feel of
25 WhatsYourPrice.com member web pages including, *inter alia*, use of a similar font,
26 a similar display of the number of “stamps” a user has on the top right hand corner
27 of the webpage, the similar appearance of a “Make Offer” button on the user profile
28 page, the similar display of a choice of “Virtual Gifts” at the bottom of the offer

1 page to allow the user to attach a virtual gift that may be chosen from an icon
2 representing similar items such as “flower,” “travel,” “movie tickets,” “shopping,”
3 “wine,” “dining,” and “lingerie,” the use of an exact or very similar copy of the
4 statements on WhatsYourPrice.com’s offer page including “Minimum offer for a
5 date is \$5,” “All offers must be in whole numbers. No one likes pennies,” and
6 “Offers above \$200 requires you to have enough stamps,” the use of a folder
7 similarly named “Offers” to contain all offers received and sent, and the use of
8 similar sub-folders within the “Offers” folder that include “Received Offers,”
9 “Accepted Offers,” “Pending Offers,” and “Rejected Offers.”

10 42. WhatsYourPrice.com’s trade dress, or total image and overall
11 appearance, as represented by its visual and interface design, is inherently
12 distinctive and has, over time, also acquired secondary meaning. The public
13 associates the unique screen images and layout that comprises the trade dress of
14 WhatsYourPrice.com with Plaintiff’s goods and services. This is a result of
15 WhatsYourPrice.com’s inherent distinctiveness and distinctiveness acquired
16 through extensive advertising, sales, unsolicited media attention, and use in
17 commerce throughout the United States.

18 43. The overall look and feel of WhatsYourPrice.com is non-functional.
19 WhatsYourPrice.com’s trade dress, encompassing the website’s text, font, fields,
20 colors, graphics and layout as a whole, are not essential to the purpose of the
21 services of WhatsYourPrice.com, do not affect the cost or quality of its services,
22 nor constitute the actual benefit the user wishes to purchase.

23 **Likelihood of Confusion and Harm to Plaintiff’s Business**

24 44. Upon information and belief, CleverDate.com, which uses Plaintiff’s
25 trademarks and trade dress or similarly confusing elements, is of substantially
26 inferior quality to Plaintiff’s famous WhatsYourPrice.com website and associated
27 services such that Plaintiff’s marks and trade dress will suffer, and have suffered,
28 negative associations through Defendants’ unauthorized use.

1 45. Defendants' use of Plaintiff's trademarks and trade dress or
2 confusingly similar trademarks and trade dress for a similar or identical class of
3 services, and distributed through the same channels of trade, is likely to confuse
4 consumers, and has actually caused confusion. The use by Defendants of Plaintiff's
5 "Bid For First Dates," "Get Paid For Dating," "Get Paid To Date" and "Date
6 Beautiful People" marks and Plaintiff's trade dress, or confusingly similar marks
7 and trade dress, is likely to lead consumers to conclude that CleverDate.com was
8 exclusively or jointly developed, licensed, or certified by, or is otherwise associated
9 or affiliated with, WhatsYourPrice.com.

10 46. Consumers, especially those who learn about CleverDate.com by word
11 of mouth or by advertisements deliberately placed in venues where Plaintiff has
12 used its marks to advertise its goods and services, are likely to be misled as to the
13 source, sponsorship, or affiliation of CleverDate.com and associated goods and
14 services.

15 47. Accordingly, in this action Plaintiff seeks to permanently enjoin
16 Defendants from using its marks and its trade dress, or any confusingly similar
17 marks, trade dress or domain names, for the marketing and sale of their dating
18 services so that Plaintiff's marks and trade dress can continue to serve as unique
19 identifiers of a predictable nature and quality of goods or services coming from a
20 single source.

21 48. Defendants' unauthorized use of Plaintiff's trademarks in connection
22 with Defendants' comparatively inferior online dating services has diluted and
23 continues to dilute Plaintiff's marks by diminishing consumer capacity to associate
24 the marks with the quality goods and services signified by Plaintiff's marks.

25 **Defendants' Breach of WhatsYourPrice.com's Terms of Use**

26 49. Anyone who accesses or uses WhatsYourPrice.com's website at
27 www WhatsYourPrice.com must signify that they have read and agree to be bound
28 by its Terms of Use, "whether or not [they] register as a member." (*See*

1 “WhatsYourPrice.com Terms of Use Agreement, attached hereto as Ex. F.) The
2 Terms of Use “sets out the legally binding terms of [] use of the Website[.]” (*Id.*)

3 50. Only those individuals who agree to the Terms of Use are authorized
4 to access, browse or login to WhatsYourPrice.com, thereby becoming a user. (*See*
5 Exhibit G.) In addition, if a person fails to agree to the Terms of Use, that
6 individual will be unable to register as a member and thereby gain access to the
7 trade dress described on Plaintiff’s member pages and infringed by Defendants as
8 alleged in paragraphs 40 and 41, *supra*. (*See* Exhibit H.)

9 51. Accordingly, all users of WhatsYourPrice.com, whether registered or
10 unregistered, agree under the Terms of Use not to use Plaintiff’s propriety
11 information or use it for commercial purposes, and only to use it for personal, non-
12 commercial use. (*See, e.g.* Ex. F.)

13 52. In pertinent part, the Terms of Use provide:

14 **Section 4: Proprietary Rights**

15 WhatsYourPrice.com owns and retains all proprietary rights in the
16 Website and the Service. The Website contains the copyrighted
17 material, trademarks, and other proprietary information of
18 WhatsYourPrice.com, and its licensors. Except for that information
19 which is in the public domain or for which you have been given
20 written permission, you may not copy, modify, publish, transmit,
21 distribute, perform, display, or sell any such proprietary information.

22 **Section 5: Copyright Policy**

23 You may not post, distribute, or reproduce in any way any copyrighted
24 material, trademarks, or other proprietary information without
25 obtaining the prior written consent of the owner of such proprietary
26 rights.
27
28

1 **Section 13: Non Commercial Use by Members**

2 WhatsYourPrice.com is for the personal use of individual Members
 3 only and may not be used in connection with any commercial
 4 endeavors.
 5 (emphasis added).

6 53. By and through the conduct alleged herein, Defendants' use and
 7 infringement of Plaintiff's trademarks and trade dress have violated and
 8 continue to violate the Terms of Use. (*See* Ex. F.)

9 **FIRST CAUSE OF ACTION**

10 **FEDERAL TRADEMARK INFRINGEMENT**

11 **(15 U.S.C. §§ 1114(1))**

12 54. Plaintiff realleges and incorporates by reference each of the allegations
 13 contained in the preceding paragraphs of this Complaint.

14 55. As alleged herein, Plaintiff owns U.S. federal trademark registrations
 15 for the trademarks "Get Paid For Dating" and "Bid For First Dates." These
 16 registrations are in full force and effect and are enforceable.

17 56. The trademarks "Get Paid For Dating" and "Bid For First Dates" are
 18 inherently distinctive and have, over time, also acquired secondary meaning. The
 19 public associates these trademarks with Plaintiff's goods and services. This is a
 20 result of the marks' inherent distinctiveness and distinctiveness acquired through
 21 extensive advertising, sales, and use in commerce throughout the United States.

22 57. Without Plaintiff's consent, Defendants have used in commerce, in
 23 connection with the sale, offering for sale, distribution or advertising of
 24 Defendants' goods and services, a reproduction, counterfeit, copy or colorable
 25 imitation of the "Get Paid For Dating," and "Bid For First Dates" marks.

26 58. The goods and services offered by Defendants are substantially similar
 27 to the goods and services offered by Plaintiff.

28 59. These acts of trademark infringement have been committed in

1 connection with Defendants' sale, offering of sale, distribution, and advertising of
2 goods and services with the intent to cause confusion, mistake, or deception, and
3 are in violation of 15 U.S.C. § 1114.

4 60. As a direct and proximate result of Defendants' infringing activities as
5 alleged herein, Plaintiff has suffered substantial damage.

6 61. Defendants' infringement of Plaintiff's trademarks as alleged herein is
7 an exceptional case and was intentional, entitling Plaintiff to treble its actual
8 damages and to an award of attorneys' fees under 15 U.S.C. §§ 1117(a) and
9 1117(b).

10 **SECOND CAUSE OF ACTION**

11 **FEDERAL FALSE DESIGNATIONS AND DESCRIPTIONS**

12 **(15 U.S.C. § 1125)**

13 62. Plaintiff realleges and incorporates by reference each of the allegations
14 contained in the preceding paragraphs of this Complaint.

15 63. Defendants' use of Plaintiff's registered trademarks "Get Paid For
16 Dating" and "Bid For First Dates," and qualifying unregistered trademarks, "Get
17 Paid to Date" and "Date Beautiful People," for which registrations are pending, or
18 similarly confusing use of those trademarks, in order to drive customers to
19 Defendants' websites, constitutes a use in commerce.

20 64. The marks "Get Paid For Dating," "Bid For First Dates," "Get Paid To
21 Date" and "Date Beautiful People" are inherently distinctive and have, over time,
22 also acquired secondary meaning. The public associates the marks "Get Paid For
23 Dating," "Bid For First Dates," "Get Paid To Date" and "Date Beautiful People"
24 with Plaintiff's goods and services. This is a result of the marks' inherent
25 distinctiveness and distinctiveness acquired through extensive advertising, sales,
26 and use in commerce throughout the United States.

27 65. Defendants' use of Plaintiff's marks, or similarly confusing marks, in
28 connection with CleverDate.com constitutes a false designation of origin,

1 affiliation, connection or association of Defendants with Plaintiff, or a false
2 description of origin, sponsorship or approval of the goods or services or activities
3 of Defendants' website by Plaintiff. Such conduct also constitutes false advertising.

4 66. Defendants' conduct constitutes the use of the words, terms, names,
5 symbols or devices tending falsely to describe the infringing goods and services,
6 within the meaning of 15 U.S.C. § 1125(a). Defendants' conduct is likely to cause
7 confusion, mistake, or deception by or in the public as to the affiliation, connection,
8 association, origin, sponsorship or approval of the infringing products to the
9 detriment of Plaintiff and is in violation of 15 U.S.C. § 1125(a).

10 67. As a result of the above, Plaintiff has suffered and continues to suffer
11 general, special, and irreparable damages and has no adequate remedy at law.

12 **THIRD CAUSE OF ACTION**

13 **CALIFORNIA COMMON LAW TRADEMARK INFRINGEMENT**

14 68. Plaintiff realleges and incorporates by reference each of the allegations
15 contained in the preceding paragraphs of this Complaint.

16 69. Plaintiff's use of the "Get Paid For Dating," "Bid For First Dates,"
17 "Get Paid To Date" and "Date Beautiful People" in commerce began prior to
18 Defendants' use of the marks.

19 70. Defendants' use of Plaintiff's marks, as alleged in herein, is likely to
20 cause confusion by or in the public as to the affiliation, connection, association,
21 origin, sponsorship or approval of Defendants' infringing products with Plaintiff's
22 products, to the detriment of Plaintiff.

23 71. The acts and conduct of Defendants as alleged above with respect to
24 Plaintiff's claim for trademark infringement under federal law constitute trademark
25 infringement under California common law.

FOURTH CAUSE OF ACTION
TRADE DRESS INFRINGEMENT
(15 U.S.C. § 1125)

72. Plaintiff re-alleges and incorporates by reference each of the allegations contained in the preceding paragraphs of this Complaint.

73. The look and feel and overall appearance of WhatsYourPrice.com includes, *inter alia*, the website's layout, buttons, font, graphics, and text alleged herein.

74. The look and feel and overall appearance of WhatsYourPrice.com is inherently distinctive and has, over time, also acquired secondary meaning. The public associates the unique audiovisual design and overall combination of features, graphics and elements of WhatsYourPrice.com with Plaintiff's goods and services. This is a result of the website's inherent distinctiveness and distinctiveness acquired through extensive advertising, sales, unsolicited media attention, and use in commerce throughout the United States.

75. The look and feel and overall appearance of WhatsYourPrice.com is non-functional.

76. CleverDate.com features the same or confusingly similar look and feel and overall appearance as WhatsYourPrice.com, including but limited to the website's layout, buttons, font, graphics, and text as alleged herein.

77. Defendants' use of Plaintiff's trade dress, as alleged in herein, is likely to cause confusion by or in the public, or to deceive as to the affiliation, connection, association, origin, sponsorship or approval of Defendants' infringing products with Plaintiff's products, to the detriment of Plaintiff.

78. Plaintiff has been adversely affected by Defendants' violations. As a direct and proximate cause of Defendants' conduct, Plaintiff has sustained damages in an amount to be determined at trial.

79. By reason of Defendants' conduct, Plaintiff has suffered, is suffering,

1 and will continue to suffer irreparable harm and, unless Defendants are enjoined,
2 the irreparable harm to Plaintiffs will continue. Plaintiff has no adequate remedy at
3 law.

4 **FIFTH CAUSE OF ACTION**
5 **FEDERAL DILUTION OF FAMOUS MARKS**
6 **(15 U.S.C. § 1125)**

7 80. Plaintiff realleges and incorporates by reference each of the allegations
8 contained in the preceding paragraphs of this Complaint.

9 81. Plaintiff is the first to actually use the marks “Get Paid For Dating,”
10 “Bid For First Dates,” “Get Paid To Date” and “Date Beautiful People” in the sale
11 of goods or services, and owns those marks.

12 82. The marks “Get Paid For Dating,” “Bid For First Dates,” “Get Paid
13 To Date” and “Date Beautiful People” are distinctive and famous within the
14 meaning of the Federal Trademark Dilution Act of 1995, 15 U.S.C. § 1125(c) for
15 the following reasons:

- 16 a. “Get Paid For Dating,” “Bid For First Dates,” “Get Paid To
17 Date” and “Date Beautiful People” are each distinct and
18 provocative phrases that are not merely descriptive;
19 b. “Get Paid For Dating,” “Bid For First Dates,” “Get Paid To
20 Date” and “Date Beautiful People” are used extensively in
21 connection with satellite radio and Internet advertising for
22 Plaintiff’s goods and services;
23 c. “Get Paid For Dating,” “Bid For First Dates,” “Get Paid To
24 Date” and “Date Beautiful People” are recognized widely
25 among the general consuming public because of the unsolicited
26 attention given by news media to Plaintiff’s business associated
27 with these marks;
28 d. Prior to Defendants’ infringing conduct, no other party used a

1 mark similar to Plaintiff's marks "Get Paid For Dating," "Bid
2 For First Dates," "Get Paid To Date" and "Date Beautiful
3 People" for similar services; and

4 e. "Get Paid For Dating" and "Bid For First Dates" are protected
5 by federal trademark registration, and "Get Paid To Date" and
6 "Date Beautiful People" have federal trademark registration
7 applications pending.

8 83. Defendants' use of the marks "Get Paid For Dating," "Bid For First
9 Dates," "Get Paid To Date" and "Date Beautiful People," or marks confusingly
10 similar to those marks, in connection with the use of CleverDate.com is a
11 commercial use because Defendants are commercial entities selling and offering for
12 sale services that compete directly with Plaintiff's business.

13 84. Upon information and belief, Defendants' use of the trademarks "Get
14 Paid For Dating," "Bid For First Dates," "Get Paid To Date" and "Date Beautiful
15 People" in commerce occurred after Plaintiff's trademarks became famous or
16 distinctive.

17 85. Defendants' use of the trademarks "Get Paid For Dating," "Bid For
18 First Dates," "Get Paid To Date" and "Date Beautiful People" dilutes the distinctive
19 quality of Plaintiff's trademarks as it causes and can cause confusion among
20 customers and potential customers of Plaintiff.

21 86. Defendants' use of Plaintiff's trademarks "Get Paid For Dating," "Bid
22 For First Dates," "Get Paid To Date" and "Date Beautiful People" causes a
23 "blurring" of each trademark's relationship to Plaintiff. It also may lead to
24 consumers viewing Plaintiff's name and trademarks as a generic term referring to
25 sugar daddy dating.

26 87. Plaintiff is entitled to injunctive relief pursuant to 15 U.S.C. § 1125(c).

27 88. Because Defendants willfully intended to trade on Plaintiff's
28 reputation or to cause dilution of Plaintiff's famous trademarks, Plaintiff is entitled

1 to damages, extraordinary damages, fees and costs pursuant to 15 U.S.C. §
2 1125(c)(5).

3 **SIXTH CAUSE OF ACTION**
4 **CALIFORNIA UNFAIR COMPETITION**

5 **(Cal. Bus. & Prof. Code § 17200)**

6 89. Plaintiff realleges and incorporates by reference each of the allegations
7 contained in the preceding paragraphs of this Complaint.

8 90. The acts and conduct of Defendants as alleged herein constitute
9 unlawful, unfair, and/or fraudulent business acts or practices as defined by Cal.
10 Bus. & Prof. Code § 17200 et seq.

11 91. Defendants' infringement of Plaintiff's marks and trade dress
12 constitute "unlawful" business practices forbidden by the provisions of the Lanham
13 Act and California common law, as alleged herein.

14 92. Reasonable members of the public have expectations or assumptions
15 that Plaintiff's marks and trade dress are used in connection with Plaintiff's goods
16 and services and not of a competitor, or, Defendants'. Defendants' infringement of
17 Plaintiff's marks and trade dress constitute "fraudulent" business practices because
18 reasonable members of the public are likely to be misled or deceived by
19 Defendants' use of Plaintiff's marks and trade dress in connection with their
20 advertisements and websites, as alleged herein.

21 93. Defendants are a direct competitor of Plaintiff in the dating website
22 industry. Defendants' infringement of Plaintiff's marks and trade dress constitutes
23 "unfair" business practice because Defendants' conduct significantly threatens or
24 harms competition by, *inter alia*, wrongfully associating Plaintiff's registered and
25 protected marks and other defining and distinguishing aspects of
26 WhatsYourPrice.com, and by extension Plaintiff's goods and services, with
27 Defendants' good and services, in order to unfairly divert business away from
28 Plaintiff.

1 94. Plaintiff has suffered injury in fact through the infringement of its
2 legally protected marks and trade dress and lost money, including profits from
3 would-be customers, and lost its right of exclusive use of its intellectual property as
4 a result of Defendants' infringement, which is an immediate cause of Plaintiff's loss
5 of money and property.

6 95. As a direct and proximate result of Defendants' conduct, pursuant to
7 Cal. Bus. & Prof. Code § 17203, Plaintiff is entitled to injunctive relief, an order
8 that Defendants disgorge all profits from the use, display or sale of Plaintiff's
9 marks, and restitution for lost profits and property suffered by Plaintiff in an
10 amount to be determined at trial.

11 **SEVENTH CAUSE OF ACTION**

12 **(Breach of Contract)**

13 96. Plaintiff realleges and incorporates by reference each of the allegations
14 contained in the preceding paragraphs of this Complaint.

15 97. By using and/or registering to use the WhatsYourPrice.com website
16 and service, Defendants, by themselves and/or through agents acting within their
17 authorized scope of employment, consented to the WhatsYourPrice.com Terms of
18 Use, thereby entering into a valid contract with Plaintiff.

19 98. Copying, modifying, publishing, transmitting, distributing, performing,
20 displaying or selling Plaintiff's trademarks and trade dress, and other proprietary
21 information, is in breach of the Terms of Use.

22 99. Defendants' conduct as alleged herein, including, *inter alia*, the
23 unauthorized use and infringement of Plaintiff's trademarks and trade dress,
24 constitutes a breach of the Terms of Use.

25 100. Defendants' breach of the Terms of Use has actually and proximately
26 caused Plaintiff damages in an amount to be proved at trial.

27 **PRAYER FOR JUDGMENT**

28 WHEREFORE, PLAINTIFF prays that this Court grant it the following

1 relief:

2 1. Adjudge that Plaintiff's marks have been infringed by Defendants in
3 violation of Plaintiff's rights under common law, 15 U.S.C. § 1114, and/or
4 California law;

5 2. Adjudge that Defendants have competed unfairly with Plaintiff in
6 violation of Plaintiff's rights under common law, 15 U.S.C. § 1125, and/or
7 California law.

8 3. Adjudge that Defendants' activities are likely to, or have, diluted
9 Plaintiff's famous marks in violation of Plaintiff's rights under common law, 15
10 U.S.C. § 1125(c), and/or California law;

11 4. Adjudge that Defendants are legally bound by WhatsYourPrice.com's
12 Terms of Use and have breached the terms therein;

13 5. Adjudge that Defendants and each of its agents, employees, attorneys,
14 successors, assigns, affiliates, and joint ventures and any person(s) in active concert
15 or participation with them, and/or persona(s) acting for, with, by, through or under
16 them, be enjoined and restrained at first during the pendency of this action and
17 thereafter permanently from:

18 a. Selling, offering for sale distributing, advertising, or promoting any
19 goods or services that display any words or symbols that so resembles
20 Plaintiff's marks, including but not limited to "Get Paid For Dating,"
21 "Bid For First Dates," "Get Paid To Date" and "Date Beautiful
22 People," or the look and feel of WhatsYourPrice.com, as to be likely to
23 cause confusion, mistake or deception, on or in connection with any
24 goods or services that are not authorized by or for Plaintiff;

25 b. Using Plaintiff's marks, any other marks or domain names confusingly
26 similar to those marks alone or in combination with any other letters,
27 words, letter strings, phrases or designs, or the look and feel of
28 WhatsYourPrice.com in commerce or in connection with any goods or

1 services;

2 c. Using any word, term, name, symbol, device or combination thereof
3 that causes or is likely to cause confusion, mistake or deception as to
4 the affiliation or association of Defendants or its goods with Plaintiff
5 or as to the origin of Defendants' goods or services, or any false
6 designation of origin, false or misleading description or representation
7 of fact;

8 d. Further infringing the rights of Plaintiff in and to any of its trademarks,
9 trade dress, products and services or otherwise damaging Plaintiff's
10 goodwill or business reputation;

11 e. Otherwise competing unfairly with Plaintiff in any manner; and

12 f. Continuing to perform in any manner whatsoever any of the other acts
13 complained of in the Complaint;

14 6. Adjudge that Defendants be required immediately to supply Plaintiff's
15 counsel with a complete list of individuals and entities from whom or which it
16 purchased, and to whom or which it sold, offered for sale, distributed, advertised or
17 promoted, infringing goods and services as alleged in this Complaint;

18 7. Adjudge that Defendants, within thirty (30) days after service of the
19 Judgment demanded herein, be required to file with this Court and serve upon
20 Plaintiff's counsel a written report under oath setting forth in detail the manner in
21 which it has complied with the Judgment;

22 8. Adjudge that Plaintiff recovers from Defendants its actual damages
23 and lost profits in an amount to be determined at trial, that Defendants be required
24 to account for any profits that are attributable to its illegal acts, and that Plaintiff be
25 awarded the greater of (1) three times Defendants' profits or (2) three times any
26 damages sustained by Plaintiff under 15 U.S.C § 1117, plus prejudgment interest;

27 9. Impose a constructive trust on all Defendants' fund and assets that
28 arise out of Defendants' infringing activities;

EXHIBIT A

EXHIBIT A

Internet Archive
Wayback Machine

46 captures
21 Sep 02 - 23 Jul 13

http://cleverdate.com/

Go

DEC JAN MAR
15
2011 2013 2014

Close X

Help ?

CleverDate.com
Date clever, because you're worth it

HOME ABOUT US HOW IT WORKS SIGN UP NOW LOGIN WHAT WE'RE NOT

DATE AWESOME PEOPLE

Are you done wasting time on other dating websites?

Successful and awesome members will pay you for a chance to go out on a first date! Stop dating losers, and find someone that will actually bid for your attention! You have nothing to lose!

VIEW
ALL

BID TO DATE
BEAUTIFUL PEOPLE

BID FOR FIRST DATES

GET PAID TO
GO ON A DATE

DATE ATTRACTIVE MEMBERS

You're single, successful, and intelligent, then why don't you get a hot date?

Stop wasting time, date hot people for real! We guarantee dates! Bid to date beautiful, sexy people and fall in love! Pay only when you get a date!

VIEW
ALL

RECENTLY JOINED MEMBERS



HOW IT WORKS?

FOR AWESOME MEMBERS

If you are looking for a hot date, you can count on us to make it possible. We Make it easier for you to find attractive women, or men – approach them with confidence, and actually go out with them!

Sign up for a FREE account and create a short profile

Start browsing Attractive Members near you

Make someone an offer for a First Date

If they accept your offer, you're ready to go on your date!

FOR ATTRACTIVE MEMBERS

We make it simple, easy and FREE for you to find the love of your life. At CleverDate, you will not have messages from people who are not serious about dating you. We provide a safe and secure platform for you to find the right person.

Sign up for a FREE account and create your profile

You receive offers from Awesome Members that might interest you

You choose the offer that you like

You can meet and actually get paid for that First Date!

Exhibit A
Page 1

No Subscription Fees
No Fake Accounts
No Fake Messages
Guaranteed Dates!
You ONLY pay when you get a date!

AWESOME
MEMBER

No Subscription Fees
No Fake Accounts
No Fake Messages
100% Free to Join and Use
You GET PAID to go on your First Date!

ATTRACTIVE
MEMBER

WE GUARANTEE DATES

Finally average looking people can have a chance to go out on a date with attractive people and attractive people can be sure they're not wasting their time going out with people who are not serious! CleverDate.com is an online dating website that allows members name a price for the opportunity to go out on a first date! It may look like a very different approach to start with, but it just works!

Only serious people bid and accept to go out on a first date. If they hit it off, possibilities are endless. This concept has existed for decades in charity circles to raise money, now its available online for everyone!

We provide you a platform where awesome and attractive singles can negotiate and agree on a price for a first date. By providing this additional monetary incentive, CleverDate.com is able to help people meet those they really want to meet - Guaranteed!

Three Steps to guarantee a first date.

SIGN UP FOR A FREE AND COMPLETE YOUR PROFILE WITH AT LEAST ONE PHOTO

First step to finding your special someone, start with filling out your profile and uploading at least one photo of yourself, then completing your profile and first date expectations.

BROWSE, MAKE AN OFFER OR ACCEPT AN OFFER

Browse profiles that interest you, fit your idea of perfect date and ask them out on a date by making an offer. If you're a Awesome Member, state the price you're willing to bid or pay for the first date. If the Attractive Member accepts your offer, you got yourself a hot date! If you're an Attractive Member, review the offers you receive and choose the one that suits you. Our site allows you to negotiate offers, reject offers and list offers.

SEND A MESSAGE TO SCHEDULE A DATE!

Once an offer is accepted, simply send a message to your date and schedule your first date! You can use our state of the art technology to determine what day, date, and venue suits the both of you.

We're so confident that we offer 'Guaranteed Dates' to our members. If you're an Awesome Member and purchased certain stamps and taken all the steps and still don't get a date, we will replenish your account with 1000 stamps for free!

WHY CHOOSE CLEVERDATE?

CleverDate is ideal for single men and women who are looking for prospective partners. If you have tried other dating services without a satisfied outcome, this is the place for you. We are unique to other dating services as we allow our members the added choice to get paid for a first date by an awesome person. We understand that It is not always everyone's preference, which is why all members have the opportunity to choose what feature they prefer. Regardless of this, you can browse all members, and filter the options you wish to see. There are thousands of single men and women in your area right now who are eager to flirt, meet, and chat to you via messages!

CleverDate is one of the only websites that allows its members to negotiate First Dates.

By doing this, we are able to eliminate all the fuss and hard work that comes with online dating websites. Unlike other online dating websites, we do not ask you to pay any subscription fees, or commitments.

You pay when you get a date.

Guaranteed Dates

We do not host any fake profiles or pictures of any kind

Safe and secure platform to meet your special someone

We allow members to name the price they're willing to pay for a first date

We allow members to accept the price they're willing to accept for a first date

No more unwanted messages from people that are not relevant to you

No Subscription fees, no monthly fees - Only pay when you get yourself a date!

By offering cash incentive to date, we are able to ensure only serious people participate on our website



[About Us](#)
[How It works](#)
[Our Commitment](#)

[Guaranteed Dates](#)
[Why Get Paid?](#)
[Why Pay for a Date?](#)

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EXHIBIT B

EXHIBIT B



HOME ABOUT US HOW IT WORKS SIGN UP NOW LOGIN WHAT WE'RE NOT

Guys, Date Attractive people!
 Bid to date beautiful, sexy people and fall in love!
 Pay only when you get a date!

JOIN NOW!
 IT'S 100% FREE

☐ ☐ Select Member Type

Username

Day Month Year

Email Address

Password

NO SUBSCRIPTION FEES! JOIN FOR FREE!

Date Gorgeous People.

CleverDate makes finding and dating hot people super easy. You do not need to be a superman to understand our website or find the women of your dreams. Place your bids to date beautiful women and find that special someone quicker.

Get Paid to Date.

No more sniffing through hundreds of emails from unwanted guys. Date successful people and actually get paid for the first date. Our dating system is easy to use, fun to browse and very lucrative. You'll never waste your time!

Online dating simplified



Sign up for Free

Got 30 seconds? Create your free dating profile on CleverDate and upload a photo of yourself. After that, you're ready to make or receive offers from other members. Start bidding or receiving bids and have a blast!



Bid for Dates Or Accept Bids

If you're an awesome member, you are free to browse the gorgeous girls and start making your offers to them. State the price you're willing to pay them for your first date. If you're an attractive member, complete your profile and start receiving offers from successful guys. See the price they offer to go on a first date, counter offers, or accept offer and have a blast!



Make a Deal

Our platform allows members to accept, counter or reject offers. Once a agreeable price is reached, your date is on! Message the member and schedule your first date. Oh, don't forget to have some fun, too!



Go on a Date

Schedule date with your potential partner using our platform. You can choose to get paid in-person, via CleverDate, or in Kind (meaning -- buy me dinner!). Meet at a public place and have a great time together!

Exhibit B
Page 3

HOW IT WORK?



FOR AWESOME MEMBERS

FOR ATTRACTIVE MEMBERS





If you are looking for a hot date, you can count on us to make it possible. We makes it easier for you to find attractive women, or men -- approach them with confidence, and actually go out with them!

- 1 Sign up for a free account and create a short profile
- 2 Start browsing Attractive Members near you
- 3 Make someone an offer for a First Date
- 4 If they accept your offer, you're ready to go on your date!

- ✓ No Subscription Fees
- ✓ No Fake Accounts
- ✓ No Fake Messages
- ✓ Guaranteed Dates!
- ✓ You ONLY pay when you get a date!

SIGN UP AS AWESOME MEMBER

We make it simple, easy and FREE for you to find the love of your life. At CleverDate, you will not have messages from people who are not serious about dating you. We provide a safe and secure platform for you to find the right person.

- 1 Sign up for a FREE account and create your profile
- 2 You receive offers from Awesome Members that might interest you
- 3 You choose the offer that you like
- 4 You can meet and actually paid for that First Date!

- ✓ No Subscription Fees
- ✓ No Fake Accounts
- ✓ No Fake Messages
- ✓ 100% Free to Join and Use
- ✓ You GET PAID to go on your First Date!

SIGN UP AS ATTRACTIVE MEMBER



WE GUARANTEE DATES

Finally average looking people can have a chance to go out on a date with attractive people and attractive people can be sure they're not wasting their time going out with people who are not serious! CleverDate.com is an online dating website that allows members name a price for the opportunity to go out on a first date! It may look like a very different approach to start with, but it just works!

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We provide you a platform where awesome and attractive singles can negotiate and agree on a price for a first date. By providing this additional monetary incentive, CleverDate.com is able to help people meet those they really want to meet - Guaranteed!

Three Steps to guarantee a first date.

- 1 **SIGN UP FOR A FREE AND COMPLETE YOUR PROFILE WITH AT LEAST ONE PHOTO**
First step to finding your special someone, start with filling out your profile and uploading at least one photo of yourself, then completing your profile and first date expectations.
- 2 **BROWSE, MAKE AN OFFER OR ACCEPT AN OFFER**
Browse profiles that interest you, fit your idea of perfect date and ask them out on a date by making an offer. If you're an Awesome Member, state the price you're willing to bid or pay for the first date. If the Attractive Member accepts your offer, you got yourself a hot date! If you're an Attractive Member, review the offers you receive and choose the one that suits you. Our site allows you to negotiate offers, reject offers and list offers.
- 3 **SEND A MESSAGE TO SCHEDULE A DATE!**
Once an offer is accepted, simply send a message to your date and schedule your first date! You can use our state of the art technology to determine what day, date, and venue suits the both of you.

We're so confident that we offer 'Guaranteed Dates' to our members. If you're an Awesome Member and purchased certain stamps and taken all the steps and still don't get a date, we will replenish your account with 1000 stamps for free!

WHY CHOOSE CLEVERDATE?

CleverDate is ideal for single men and women who are looking for prospective partners. If you have tried other dating services without a satisfied outcome, this is the place for you. We are unique to other dating services as we allow our members the added choice to get paid for a first date by an awesome person. We understand that it is not always everyone's preference, which is why all members have the opportunity to choose what feature they prefer. Regardless of this, you can browse all members, and filter the options you wish to see. There are thousands of single men and women in your area right now who are eager to flirt, meet, and chat to you via messages!

CleverDate is one of the only websites that allows its members to negotiate First Dates.

By doing this, we are able to eliminate all the fuss and hard work that comes with online dating websites. Unlike other online dating websites, we do not ask you to pay any subscription fees, or commitments.

You pay when you get a date.

- ✓ **Guaranteed Dates**
- ✓ **We do not host any fake profiles or pictures of any kind**
- ✓ **Safe and secure platform to meet your special someone**
- ✓ **We allow members to name the price they're willing to pay for a first date**
- ✓ **We allow members to accept the price they're willing to accept for a first date**
- ✓ **No more unwanted messages from people that are not relevant to you**
- ✓ **No Subscription fees, no monthly fees - Only pay when you get yourself a date!**
- ✓ **By offering cash incentive to date, we are able to ensure only serious people participate on our website**



About Us

How It Works

Our Commitment

Guaranteed Dates

Why Get Paid?

Why Pay for a Date?

Sign Up Now

Terms of Use

Privacy Policy

FAQ

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Become an Affiliate

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Exhibit B
Page 5

EXHIBIT C

EXHIBIT C

Google

bid for first dates

Sign In

WebImagesMapsShoppingMoreSearch tools

About 32,000,000 results (0.18 seconds)

WhatsYourPrice Dating - Bid for Dates in United States

https://www.whatsyourprice.com/United%20States ▼

Generous people in the United States never again have to settle when it comes ...

Georgia - Alabama - Alaska - Arizona

Online Dating | Buy & Sell First Dates

www.whatsyourprice.com/ ▼

Join Now, and go on a **First Date** today, Guaranteed. ... bid on first dates with beautiful women ... Had drinks and danced all night with my first date. I had such a ...

Login - How It Works - Browse attractive Members - Canada

About WhatsYourPrice - Bidding for Dates Works

www.whatsyourprice.com/about ▼

Register For a Free Account · Learn More About What's Your Price ...

Online dating that works - CleverDate.com | Bid for First Dates ...

cleverdate.com/lp/lp2/ ▼

At CleverDate, we're committed to solve the online dating problem for good. There are hundreds of online dating sites around, but most of them come with a lot ...

Dating Website: Members Buy, Sell First Dates on What'sYourPrice ...

abcnews.go.com › Technology ▼

Apr 11, 2011 - Members flash dollar signs to bid for the chance to take "attractive" members out on a **first date**. Handout. Maybe money can't buy you love but, ...

New Dating Site Lets You Bid on Attractive People - Tech - Time

techand.time.com/.../a-new-dating-site-lets-you-bid-on-attractive-people... ▼

Apr 12, 2011 - What's Your Price even has a **First Date** Etiquette section to ensure that ... that bidding for a date is more akin to charity than an escort service.

Dating website allows users to pay for a first date - www.ktnv.com

www.ktnv.com › News › Local News ▼

Mar 1, 2013 - Some people might think paying for a **first date** is a sign of ... says she is still looking for the one and taking it one date or one bid at a time.

Men: First-Date Etiquette, Explained - Match.com

www.match.com/magazine/article/3716/ ▼

First-date dictate #4: Bid her goodnight in grand style. If the night was a flop, a quick finish with a polite handshake or brief hug is expected, perhaps with great ...

First Date Economics: What's Your Price? « MadameNoire | Black ...

madamenoire.com/72254/first-date-economics-what-s-your-price/ ▼

Sep 21, 2011 - A new dating site allows men to bid on first dates with attractive women, taking the concept of 'time equals money' to new heights (or perhaps ...

Dr. Michelle Callahan: Buying and Selling First Dates: The Death of ...

www.huffingtonpost.com/.../buying-and-selling-first-dates_b_846698.ht... ▼

Apr 18, 2011 - The site invites "the generous" to place bids from \$25 to \$200 for first dates with "the attractive" who post profiles and can either accept, decline ...

Ads related to bid for first dates ⓘ

WhatsYourPrice Dating - 5 Women For Every Guy

www.whatsyourprice.com/Dating ▼

Online Date Auction Guarantees Dates!

How it Works - Testimonials - Press Coverage - Join Now

Construction Bids

www.bidclerk.com/ ▼

Get Unlimited Access to 1000's Of Construction Projects Out For Bids.

Construction Bids In Your State - Search 1000's of Construction Leads

Searches related to bid for first dates

paid dates

nameyourprice.com dating

what would you pay dating site

get paid for dating

unique dating sites

dating site describe yourself

pay to date website

Digitized by Google

Exhibit C
Page 6

1 2 3 4 5 6 7 8 9 10 [Next](#)

[Help](#) [Send feedback](#) [Privacy & Terms](#)

Exhibit C
Page 7

EXHIBIT D

EXHIBIT D

Google

cleverdate

Q

Sign in

Web

Images

Maps

Shopping

Videos

More ▾

Search tools

About 21,100 results (0.15 seconds)

Ad related to cleverdate ①

cleverdate.com - Clever Date - Official

www.cleverdate.com/ ▾

Clever Date - Get paid to date. Quick and free signup!

CleverDate.com | Bid for First Dates. Dating site that just works ...

cleverdate.com/ ▾

CleverDate makes finding and dating hot people super easy. You do not need to be a superman to understand our website or find the women of your dreams.

Why Get Paid? - How it Works - Our Commitment - What We're Not

Online dating that works - CleverDate.com | Bid for First Dates ...

cleverdate.com/lp2/ ▾

Online dating that works. At CleverDate, we're committed to solve the online ...

About Us - CleverDate.com | Bid for First Dates. Dating site that just ...

cleverdate.com/about ▾

About Us. CleverDate is a top rated, unique online dating service. We glve ...

Clever Date Reviews from Free Dating Helper

www.freedatinghelper.com/reviews/clever-date/ ▾

4 Reviews for Clever Date - CleverDate.com is an online dating site that grants the members a place to send a monetary offer for the opportunity to go out on a ...

Clever Date (CleverDate) on Twitter

https://twitter.com/CleverDate ▾


The latest from Clever Date (@CleverDate). Buy and Sell First Dates at http://CleverDate.com! Average looking people can finally go on a date with HOT ...

CLEVERDATE REVIEW | MAKE MONEY ONLINE

googlewist.wordpress.com/tag/cleverdate-review/ ▾

Posts about CLEVERDATE REVIEW written by googlebites.blogspot.com.

Anti Illuminati Dating Service Critic Review: www Cleverdate com ...



www.youtube.com/watch?v=7M4GZX1WVew ▾

Jul 16, 2013 - Uploaded by informationuneeed

http://cleverdate.com/ New series anti-elite dating service critic reviews of USA dating services exposing them ...

Dating Sites For Rich Men - CleverDate.com. Find Out the Truth ...

www.menshealth.co.uk > ... > Discussion boards > Your recommendations ▾

Find Out the Truth About The Singles. http://www.cleverdate.com/lp2/?ul=y6ILXeDHUWDFIATDating Sites For Rich Men - CleverDate.com. Find Out the Truth ...

cleverdate.com - online dating | Qirina

com.cleverdate.qirina.com/ ▾

Qirina attempts to ascertain what sites are about based on an analysis of the text content on the front page. Did we get this one right? What do you think?

Clever Date Ideas - Date Suggestions by Clever Singles at ...

www.perfectmatch.com/Dating/Missouri/Clever/Clever-Date-Ideas.html ▾

Clever Date Ideas: Date ideas suggested by Clever singles. Check out these Clever date ideas for fun, outdoor or romantic dates. Best places to go on a Date in ...

Go

1 2 3 4 5 6 7 8 9 10

Next

Help

Send feedback

Privacy & Terms

Exhibit D
Page 8

https://www.google.com/webhp?sourceid=toolbar-instant&hl=en&ion=1&qscrl=1&rlz=1... 10/10/2013

+You
Search
Images
Maps
Play
YouTube
News
Gmail
Drive
Calendar
More

Google
cleverdate
SIGN IN

Web
Images
Maps
Shopping
Videos
More
Search tools

About 26,200 results (0.28 seconds)

Bid for First Dates. Dating site that just works! CleverDate ...
cleverdate.com/ ▾
CleverDate makes finding and dating hot people super easy. You do not need to be a superman to understand our website or find the women of your dreams.

Dating that works!
Online dating that works. At CleverDate, we're committed to ...

Why Get Paid?
Why Get Paid? Let's be honest here! Some people may believe ...

About Us
About Us. CleverDate is a top rated, unique online dating ...

What We're Not
What we're not. CleverDate is a unique online dating website ...

How does CleverDate.com ...
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Section 1: Binding Agreement

This Agreement sets out the legally binding terms of your use of the Website and your membership in the Service and may be modified by WhatsYourPrice.com from time to time, such modifications to be effective upon posting by WhatsYourPrice.com on the Website. This Agreement includes WhatsYourPrice.com's Acceptable Use Policy for Content Posted on the Website, WhatsYourPrice.com's Privacy Policy, and any notices regarding the Website.

Section 2: Eligibility

You must be eighteen or over to register as a member of WhatsYourPrice.com or use the Website. Membership in the Service is void where prohibited. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

Section 3: Term

This Agreement will remain in full force and effect while you use the Website and/or are a Member. You may terminate your membership at any time, for any reason by following the instructions on the Cancel Membership or Delete Account or Resign pages in Account Settings. WhatsYourPrice.com may terminate your membership for any reason, effective upon sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to WhatsYourPrice.com. If WhatsYourPrice.com terminates your membership in the Service because you have breached the Agreement, you will not be entitled to any refund of unused subscription fees or credits. Even after membership is terminated, this Agreement will remain in effect. Even after this Agreement is terminated, certain provisions will remain in effect, including but not limited to sections 4, 5, 6, 7, 10, 12, 19, 20, 22, 23 and 25 of this Agreement.

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WhatsYourPrice.com reserves the right to offer free membership to any person(s) of our choice at any given time, for any duration, while charging other members, at the same time. WhatsYourPrice.com also reserves the right to cancel the FREE trial period at any time, for all or any of its members.

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You are solely responsible for your interactions with other WhatsYourPrice.com Members. WhatsYourPrice.com, Inc. reserves the right, but has no obligation, to monitor disputes between you and other Members.

Section 8: Service

WhatsYourPrice.com does not guarantee, at any time, either their paid or free membership holders, or members who have purchased credits, that the website will be fully operational all the time. Members may face significant service disturbances. Only in the event that www.WhatsYourPrice.com is offline for a period of more than 72 hours, will a pro-rated refund be given. WhatsYourPrice.com DOES NOT OFFER TECHNICAL SUPPORT. We will offer support only for services/features related to the website.

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Section 10: Disputes

If there is any dispute about or involving the Website and/or the Service, by using the Website, you agree that the dispute will be governed by the laws of the State of Nevada without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of Nevada.

Section 11: Other

This Agreement, accepted upon use of the Website and further affirmed by becoming a Member of the Service, contains the entire agreement between you and WhatsYourPrice.com regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

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Section 14: Member Information

In consideration of your use of the Website, you agree to provide true, accurate, current and complete information about yourself. You agree to maintain and promptly update your information to keep it true, accurate, current and complete. WhatsYourPrice.com reserves the right to verify any member identity and to terminate your account if we have grounds to suspect that information provided by you

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is untrue, inaccurate, not current or incomplete. If you provide untrue information about yourself, please note that you could be guilty of fraud and subject to civil and criminal penalties under U.S. federal and state law (or similar laws in the country of your residence). For example, Title 18, Section 1343 of the U.S. Code authorizes fines of up to \$250,000 and jail sentences of up to five years for each offense. WhatsYourPrice.com reserves the right to report violators to appropriate law enforcement authorities and seek prosecution or civil redress to the fullest extent of the law.

Section 15: Use of Materials

You may view and download a single copy of the information contained in this Website (the "Materials") on a single computer for your personal, non-commercial internal use only. This is a revocable license, not a transfer of title, and is subject to the following restrictions: you may not (i) modify the Materials or use them for any commercial purpose, or any public display, performance, sale or rental; (ii) decompile, reverse engineer, or disassemble the Materials; (iii) remove any copyright, trademark registration, or other proprietary notices from the Materials; or (iv) transfer the Materials to another person.

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Website Security Rules: You are prohibited from violating or attempting to violate the security of this Website, including, without limitation, (i) accessing data not intended for you or logging into a server or account which you are not authorized to access, (ii) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (iii) attempting to interfere with service to any user, host, or network, including, without limitation, by way of submitting a virus to this Website, overloading, "flooding", "spamming", "mail bombing", or "crashing", (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. WhatsYourPrice.com will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Section 17: Specific Prohibited Uses

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- (iii) Deleting or otherwise revising any material posted by any other person;
- (iv) Using any device, software, or routine to interfere (or attempt to interfere) with the proper working of this Website or any activity being conducted on this Website;
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- (vii) Accessing data not intended for you or logging into a server or account that you are not authorized to access;
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- (x) If you have a password, allowing any other person to access a non-public area of this Website, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose;
- (xi) Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of this Website;
- (xii) Posting or sending material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- (xiii) Soliciting passwords or personal identifying information for commercial or unlawful purposes from other users; and
- (xiv) Engage in advertising to, or solicitation of, other Members to send money, buy or sell any products or services. You may not transmit any chain letters or junk email to other Members. Although WhatsYourPrice.com cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent.
- (xv) Soliciting sex in exchange for money, or prostitution.
- (xvi) Using our website as an escort, or using our service to solicit clients for your escort service.
- (xvii) Initiating contact with members off site by any other means, without first obtaining explicit permission from them to do so via our website.

Section 18: No Resale or Unauthorized Use

You agree not to resell or assign your rights or obligations under these Terms and Conditions. You also agree not to make any unauthorized commercial use of this Website.

Section 19: No Refund Policy

WhatsYourPrice.com maintains a strict no-refund policy. All purchases made on our website are final. If you choose to purchase a credit or subscription package on WhatsYourPrice.com, you agree that absolutely no refunds, either full or partial, will be issued for any reasons or for any unused credits or subscription. With the exception of our Guarantee Package, you agree the purchase of any credit or subscription package on our website does not guarantee you will get a date every time you spend credits to unlock an offer or conversation. Further, you agree that no refunds will be made on any credits spent to unlock an offer or conversation, even if the offer or conversation does not result in an actual meeting or date.

Section 20: Chargebacks and Collections

You agree that all payments made on WhatsYourPrice.com are final, and you will not challenge or dispute the charge with your bank. You further agree that should you have any issues relating to your payment (such as duplicate billing), you will open a support ticket through our website to resolve the issue. Should a chargeback or dispute be initiated with your bank, you agree that you will be held responsible for any outstanding balance owed to us plus any chargeback fees charged by our bank, which may be as much as US\$60. You agree that you will pay any outstanding balance you have with WhatsYourPrice.com within 30 days from the date of notification. Any outstanding balance left unpaid after 30 days will be submitted to a collections agency, and you agree that a collections fee of up to 50% of the outstanding balance or \$100 (whichever is higher) will be added to the amount that you owe.

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When you delete your WhatsYourPrice.com account or when your account is suspended for violating the policies or Terms of Use of the website, you agree that any unused subscription or credits will be forfeited and no refunds will be issued for any unused credits or membership subscription. Further, if your deleted WhatsYourPrice.com account is reinstated at a later date, you agree that any unused credits or membership subscription you have remaining at the time of your account deletion will not be reinstated with your account.

Section 22: No Credit or Subscription Transfer

Credits or subscription purchased for a specific WhatsYourPrice.com account is strictly non-transferable. You agree that any remaining credits or membership subscription associated with an active or deleted WhatsYourPrice.com account will not be transferred to any other account belonging to you or someone else.

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As a condition of using WhatsYourPrice.com, you agree not to, directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be

derogatory or critical of, or negative toward, WhatsYourPrice.com, or any of its directors, officers, affiliates, subsidiaries, employees, agents or representatives.

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Section 25: User Information

When you register for our service(s) on the Website, you will be asked to provide us with certain information, including but not limited to a valid e-mail address (your "User Information"). WhatsYourPrice.com's right to use your User Information is described in our privacy policy. Please see our Privacy Policy for further details regarding use of your Information. WhatsYourPrice.com reserves the right to offer third party services and products to you based on the preferences that you identify in your Information and at any time thereafter; such offers may be made by us or by third parties.

Section 26: Intellectual Property Policy

We respect the intellectual property of others and expect you to do the same. At our discretion and in appropriate circumstances, we may terminate your account(s) and/or prevent access to the Website by users who infringe upon the intellectual property rights of others. Pursuant to 17 United States Code 512 (2) (the Digital Millennium Copyright Act of 1998, as amended), you may contact our designated agent for notice of alleged copyright infringement appearing on our site at customer support.

To file a notice of infringement with us, you need to fulfill the requirements specified in Title II of the Digital Millennium Copyright Act of 1998. The text of this statute can be found at the U.S. Copyright Office web site, (<http://lcweb.loc.gov/copyright>).

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We may terminate this license at any time if, in our sole discretion and judgment, you fail to comply with any term or provision of this Agreement. Upon termination, you shall destroy any materials obtained from this Website and all copies thereof, whether made under the terms of this Agreement or otherwise.

Section 30: Indemnity

You agree to defend, indemnify, and hold harmless WhatsYourPrice.com and InfoStream Group Inc., its officers, directors, employees, and agents from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising from your use of the materials or your breach of the terms of this Agreement. WhatsYourPrice.com and InfoStream Group Inc. shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense and in our discretion, in defending any such claim, suit or proceeding.

whats your price: online dating

WhatsYourPrice.com is a patent pending online dating site that works. On other dating personals or matchmaking sites, attractive singles are overwhelmed with messages while singles with high standards are often rejected without any responses. On WhatsYourPrice.com, just name a price, and if your offer is right, you'll get a YES and you're off on a first date. We'll get you that first date, but what happens after the first date is entirely up to you...

Whats Your Price™, Everyone Has A Price™, Date Beautiful People™ are trademarks of InfoStream Group Inc.

Note: WhatsYourPrice.com is strictly an online dating website.

Our Company

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Find a Date in

- [United States](#)
- [United Kingdom](#)
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Exhibit F
Page 22

EXHIBIT G

EXHIBIT G

EXHIBIT H

EXHIBIT H

Register For A Free Account

Already a member? Sign in Here

Please choose your gender.

I am a

☐ Male ☐ Female

Required

Who is

Select Your Account Type

Your email is required.

Email Address

A username is required.

Username

A password is required.

Password

Confirm your password.

Confirm Password

Birthdate

Month Day Year

How did you hear about us?

Optional: Choose an Option Below

You must accept our Terms of Service and Privacy Policy to continue.

Terms of Service

☐ I Agree to the Terms of Service and Privacy Policy

Register Now

Join With Facebook

Quick and easy 1-click signup

Receive exclusive coupons

Share profiles with friends

Join The Community!

Join With Twitter

Quick and easy 1-click signup

Tweet about WYP and receive coupons

Join The Community!

COPY

CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)

InfoStream Group, Inc.

DEFENDANTS (Check box if you are representing yourself ☐)

Aurelian Tech Innovations, LLC, a Delaware Corporation, Julia Bro, an Individual, James Homuth, an Individual, Jarrod Jicha, an Individual, Corporations 1-10, Limited Liability Companies A-Z, and Does 1-10 d/b/a CleverDate.com, Inclusive.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

Mark L. Smith - Clyde Snow & Sessions
633 West Fifth Street, 26th Floor
Los Angeles, CA 90071 - (213) 999-1646

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
- ☐ 2. U.S. Government Defendant
- ☒ 3. Federal Question (U.S. Government Not a Party)
- ☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input checked="" type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding
- ☐ 2. Removed from State Court
- ☐ 3. Remanded from Appellate Court
- ☐ 4. Reinstated or Reopened
- ☐ 5. Transferred from Another District (Specify)
- ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No ☒ MONEY DEMANDED IN COMPLAINT: \$ +75,000.00VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
15 U.S.C. §§ 1114(1); (Fed. Trademark Infringement); 15 U.S.C. § 1125 (Fed. False Designations and Descriptions); Cal. Common Law Trademark Infringement;
15 U.S.C. § 1125 (Trade Dress Infringement); 15 U.S.C. § 1125 (Fed. Dilution of Famous Marks); Cal. Bus. & Prof. Code § 17200(Cal. Unfair Competition); & Breach of Contract

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	PERSONAL PROPERTY	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input checked="" type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 369 Personal Injury Product Liability	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV13-8434

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF? Then check the box below for the county in which the majority of DEFENDANTS reside.	A DEFENDANT? Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ NO ☒ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____

DATE: 11/14/13

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Christina A. Snyder and the assigned Magistrate Judge is Patrick J. Walsh.

The case number on all documents filed with the Court should read as follows:

2:13CV8434 CAS PJWx

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

November 14, 2013

Date

By J. Prado

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.